

JUL-12-2004 10:45

KAUFMAN, BURGESS & RYAN

9147410025 P.13

ENDORSEMENT# 10

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to **WORLDCON, INC.**

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

**FAILURE TO EFFECT AND/OR MAINTAIN  
INSURANCE EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable for any Loss in connection with any Claim(s) made against any Insured alleging, arising out of, based upon, attributable to any failure or omission on the part of the Insureds or the Company to effect or maintain adequate insurance.

**ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.**

**END 10**

(2/80)

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:45

KAUFMAN, BORGEESE & RYAN

9147410025

P.14

ENDORSEMENT# 11

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to WORLDWIDE, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

**"NO LIABILITY" PROVISION DELETED**

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

- (1) The Definition of and all provisions referring to "No Liability" are hereby deleted in their entirety; and
- (2) The last paragraph of Clause 6 RETENTION CLAUSE is hereby deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 11

(2/90)

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:45

KAUFMAN, BORGEEST &amp; RYAN

9147410025 P.15

ENDORSEMENT# 12

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to *WORLDCON, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

**CrisisFundsm**

(Crisis Communications Management Insurance)

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended to provide Crisis Management Coverage pursuant to the terms and conditions set forth below:

- 1) The Clause of the policy entitled INSURING AGREEMENTS is amended to add the following new Insuring agreement:

**CRISIS MANAGEMENT COVERAGE**

This policy shall pay the Crisis Management Loss of the Company arising from a Crisis Management Event first commencing during the Policy Period, up to the amount of the Crisis Management Fund.

- 2) The Section of the policy entitled EXCLUSIONS shall not be applicable to Crisis Management Loss.
- 3) The Section of the policy entitled LIMIT OF LIABILITY, is amended to add the following:

The limit of the Insurer's liability for Crisis Management Loss arising from all Crisis Management Events occurring during the Policy Period, in the aggregate, shall be the amount set forth as the Crisis Management Fund. This limit shall be the maximum limit of the Insurer under this policy regardless of the number of Crisis Management Events occurring during the Policy Period. Provided, however, that this single Crisis Management Event(s) limit shall be part of and not in addition to the Limit of Liability stated in the Item of the Declarations page entitled LIMIT OF LIABILITY, which shall in all events be the maximum liability of the Insurer for all loss under this policy.

- 4) There shall be no Retention amount applicable to Crisis Management Loss, and the Insurer shall pay such Loss from first dollar subject to the other terms and conditions of this endorsement.
- 5) An actual or anticipated Crisis Management Event shall be reported to the Insurer as soon as practicable but in no event later than thirty (30) days after the Company first incurs Crisis Management Loss for which coverage will be requested under this endorsement.

**END 12**

(2/90)

JUL-12-2004 10:46

KAUFMAN, BORGEESI &amp; RYAN

3147410023 F.10

ENDORSEMENT# 12 (Continued)

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to **WORLDCOM, INC.**

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

- 6) The Section of the policy entitled DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS) shall have no applicability to Crisis Management Events. There shall be no requirement for the Company to obtain prior written approval of the Insurer before incurring any Crisis Management Loss, provided that the Crisis Management Firm selected by the Company to perform the Crisis Management Services has been approved by the Insurer.

Definitions

For the purposes of this endorsement, the following definitions shall apply:

- A) "Material Effect on the Company's Common Stock Price" shall mean, within a period of 24 hours, that the price per share of the Company's common stock shall decrease by the greater of \$5 per share or 10% net of the change in the Standard & Poor's Composite Index.
- B) "Crisis Management Event" shall mean:
- I. One of the following events which, in the good faith opinion of the Chief Financial Officer of the Company, did cause or is reasonably likely to cause, a Material Effect on the Company's Common Stock Price:

(1) Negative earning or sales announcement

The public announcement of the Company's past or future earnings or sales, which is substantially less favorable than any of the following: (i) the Company's prior year's earnings or sales for the same period, (ii) the Company's prior public statements or projections regarding earnings or sales for such period, or (iii) an outside securities analyst's published estimate of the Company's earnings or sales.

(2) Loss of a patent, trademark or copyright or major customer or contract

The public announcement of an unforeseen loss of: (i) the Company's intellectual property rights for a patent, trademark or copyright, other than by expiration; (ii) a major customer or client of the Company; or (iii) a major contract with the Company.

END 12

(2/90)

JUL-12-2004 10:46

KAUFMAN, BURGEESI &amp; RYAN

5147410025 1.11

**ENDORSEMENT# 12 (Continued)**

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to **WORLDCOM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

**(3) Product recall or delay**

The public announcement of the recall of a major product of the Company or the unforeseen delay in the production of a major product of the Company.

**(4) Masort**

The public announcement or accusation that the Company has caused the bodily injury, sickness, disease, death or emotional distress of a group of persons, or damage to or destruction of any tangible group of properties, including the loss of use thereof.

**(5) Employee layoffs or loss of key executive officer(s)**

The public announcement of employee layoffs, or the death or resignation of one or more key executive officer(s) of the Company.

**(6) Restatement of financial statement**

The public announcement of a restatement of the Company's previously filed financial statements.

**(7) Elimination or suspension of dividend**

The public announcement of the elimination or suspension of a regularly scheduled dividend previously being paid by the Company.

**(8) Write-off of assets**

The public announcement that the Company intends to write off a material amount of its assets.

**(9) Debt restructuring or default**

The public announcement that the Company has defaulted or intends to default on its debt or intends to engage in a debt restructuring.

END 12

(2/90)

JUL-12-2004 10:45

KAUFMAN, BURGEES &amp; RYAN

5147410020

**ENDORSEMENT# 12 (Continued)**

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to - **WORLD COM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

**(10) Bankruptcy**

The public announcement that the Company intends to file for bankruptcy protection or that a third party is seeking to file for involuntary bankruptcy on behalf of the Company; or the imminence of bankruptcy proceedings, whether voluntary or involuntary.

**(11) Governmental or regulatory litigation**

The public announcement of the commencement or threat of commencement of litigation or governmental or regulatory proceedings against the Company.

**(12) Other**

Any other event previously consented to by the Insurer which, in the good faith opinion of the Chief Financial Officer of the Company, did cause or is reasonably likely to cause, a Material Effect on the Company's Common Stock Price, but only if such event is specifically scheduled by written endorsement to the policy.

**II. Unsolicited takeover bid**

An unsolicited written offer or bid by any person or entity other than an Insured or any affiliate of any Insured, whether publicly announced or privately made to a director or executive officer of the Company, to effect a Transaction (as Transaction is defined in Clause 12 of the policy) of the Company.

Provided, however, that the term Crisis Management Event shall not include any event relating to:

- (1) any Claim(s) which have been reported, or any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time;
- (2) any pending or prior litigation as of December 31, 1996;
- (3) the actual, alleged or threatened discharge, dispersal, release or escape of pollutants; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants; provided, however, the

**END 12**

(2/80)

JUL-12-2004 10:46

KAUFMAN, BURDEEST &amp; RYAN

3147410023

P.13

ENDORSEMENT# 12 (Continued)

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to *WORLDCON, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

foregoing shall not apply if the policy contains any endorsement modifying or deleting, in part or in whole, exclusion (I) of the policy:

- (4) the hazardous properties of nuclear materials; provided, however, the foregoing shall not apply to any Crisis Management Event(s) arising from the ownership of, operation of, construction of, management of, planning of, maintenance of or investment in any nuclear facility.

The descriptions in the headings of the Crisis Management Events are solely for convenience and form no part of the terms and conditions of coverage.

For the purposes of this endorsement, a Crisis Management Event shall first commence when the Company or any of its directors or executive officers shall first become aware of the event and shall conclude at the earliest of the time when the Crisis Management Firm advises the Company that the crisis no longer exists or when the Crisis Management Fund has been exhausted.

- C) "Crisis Management Firm" shall mean any public relations firm, crisis management firm or law firm hired by the Company or its directors, officers or employees to perform Crisis Management Services in connection with the Crisis Management Event which has been consented to by the Insurer, the consent for which shall not be unreasonably withheld. Attached to this endorsement is a list of firms which have been pre-approved by the Insurer and may be hired by the Company without further approval by the Insurer:
- D) "Crisis Management Fund" shall mean Fifty Thousand Dollars (\$50,000).
- E) "Crisis Management Loss" shall mean the following amounts incurred during the pendency of or within 90 days prior to and in anticipation of, the Crisis Management Event, regardless of whether a Claim is ever made against an Insured arising from the Crisis Management Event and, in the case where a Claim is made, regardless of whether the amount is incurred prior to or subsequent to the making of the Claim:
- (1) Amounts for which the Company is legally liable for the reasonable and necessary fees and expenses incurred by a Crisis Management Firm in the performance of Crisis Management Services for the Company arising from a Crisis Management Event(s); and
  - (2) Amounts for which the Company is legally liable for the reasonable and necessary printing, advertising, mailing of materials, or travel by directors,

END 12

(2/90)

JUL 12 2004 10:40

AMERICAN OVERSIGHT & REPAIR

0141410020

1:20

ENDORSEMENT# 12 (Continued)

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
Issued to WORLDCOM, INC.

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

officers, employees or agents of the Company or the Crisis Management Firm,  
in connection with the Crisis Management Event(s).

- F) "Crisis Management Services" means those services performed by a Crisis Management Firm in advising the Company or any of its directors, officers or employees on minimizing potential harm to the Company arising from the Crisis Management Event, including but not limited to maintaining and restoring investor confidence in the Company.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 12

(2/90)



JUL-12-2004 10:46

KAUFMAN, BURGESS & RYAN

9147410025 P.21

ENDORSEMENT# 12 (Continued)

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
Issued to ~~WORLDCON~~, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

PRE-APPROVED CRISIS MANAGEMENT FIRMS

(1) Abernathy MacGregor Scanlon  
501 Madison Avenue  
New York, NY 10022  
(212) 371-5999  
Contact: James T. M<sup>rs</sup> Gregor

(2) Burson-Marsteller  
230 Park Avenue South  
New York, NY 10003-1566  
(212) 614-5236  
Contact: Michael Claes

(3) Patton Boggs, LLP  
2550 M Street, N.W.  
Washington, D.C. 20037  
(202) 457-6000  
Contact: Thomas H. Boggs

(4) Kekst and Company  
437 Madison Avenue  
New York, NY 10022  
(212) 593-2655  
Contact: Andrew Baer

(5) Kroll Associates  
900 Third Avenue  
New York, NY 10022  
(212) 833-3385  
Contact: Richard G. McCormick

(6) Robinson Lerer & Montgomery  
75 Rockefeller Plaza, 6<sup>th</sup> floor  
New York, NY 10019  
(212) 484-7721  
Contact: Michael Gross

END 12

(2/90)

JUL-12-2004 10:47

KAUFMAN, BORGEEST & RYAN

3147410023

ENDORSEMENT# 12 (Continued)

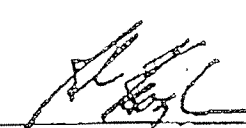
This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to **WORLDCOM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

- (7) Sard Verblinnen & Co.  
630 Third Avenue  
New York, NY 10017  
(212) 687-8080  
Contact: Paul Verbinnen or George Sard
- (8) Sitrick & Company  
2029 Century Park East  
Suite 1750  
Los Angeles, CA 90067  
(310) 788-2850  
Contact: Michael Sitrick
- (9) The MWW Group  
1212 Avenue of the Americas - 5<sup>th</sup> Floor  
New York, NY 10036  
(212) 827-3757  
Contact: Michael Lendener

END 12

(2/90)

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:47

KAUFMAN, BURGEES & RYAN

014740020

ENDORSEMENT # 13

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to WORLDCOM, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

**EMPLOYEES AS CO-DEFENDANTS**

In consideration of the premium charged, it is hereby understood and agreed that coverage as is afforded by this policy is extended to and the definition of "Insured(s)", and "Director(s) or Officer(s)" is amended to include all employees of the Insured when they are named as co-defendants in a suit or other legal action with a Director or Officer of the Insured.

Only when and to the extent that the Company has indemnified such employees for such Loss pursuant to law, common or statutory, or contract, or the Charter or By-Laws of the Company duly effective under such law which determines and defines such rights of indemnity.

END 13

(2/90)

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

JUL 12 2004 10:47

NAUFMAN, BURDESS &amp; RYAN

014740020

11-27

ENDORSEMENT# 14

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to **WORLD COM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

**PRIOR ACTS EXCLUSION FOR LISTED ENTITIES**

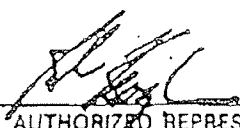
In consideration of the premium charged, it is hereby understood and agreed that the term Company is amended to include the entity(ies) listed below, but only for Wrongful Act(s) committed by such entity(ies) and/or any Insureds thereof which occurred subsequent to such entity's respective acquisition/creation date listed below. Losses arising from the same or related Wrongful Act(s) shall be deemed to arise from the first such same or related Wrongful Act(s).

<u>LISTED ENTITY(IES)</u>	<u>ACQUISITION/CREATION DATE</u>
1. Advanced Telecommunications	January 01, 1983
2. IBD Communication Group	December 30, 1984
3. WIL Tel Network Services	January 05, 1995

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 14

{2/90}

  
AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:49

KRAUFMAN, BURGESE & KIRBY

5147410025

ENDORSEMENT # 75 (Continued)

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to **WORLDCON, INC.**


by *National Union Fire Insurance Company of Pittsburgh, Pa.*

It is further understood and agreed that the Insurer shall not be held responsible for any delay or failure to perform its obligation hereunder due to national, federal, state or municipal action or regulation; strikes or other labor troubles; acts of God, war, riot, insurrection or mutiny; or any other causes, contingencies, or circumstances outside the United States not subject to the Insurer's control which make the fulfillment of this endorsement impracticable; any of which shall, without liability, excuse the insurer from the obligations set forth in this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 15

(2/80)

  
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AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:49

KHUMPH, BURGESS & RYAN

5147410025 P.30

ENDORSEMENT# 16

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
Issued to **WORLDCOM, INC.**

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

**SUB-LIMIT FOR SPECIFIED SUBSIDIARIES**

In consideration of the premium charged, it is hereby understood and agreed that with regards to Loss in connection with all claims in which one or more of the persons claimed against are Directors or Officers of the following Subsidiary(ies): Advantage Companies, Inc. for one or more alleged Wrongful Acts occurring prior to August 11, 1989 in their respective capacities as Directors or Officers of such Subsidiary(ies), the aggregate Limit of Liability for all such claims shall be \$1,000,000 (hereinafter called the "sub-limit" of liability"). This sublimit of liability shall be part of and not in addition to the aggregate limit of liability stated in Item 4 of the Declarations and will in no way serve to increase the Insurer's Limit of Liability as therein stated. Claims alleging one or more related or same Wrongful Act shall be deemed to arise out of the first such same or related Wrongful Act.

It is further understood and agreed that exclusion 9I) is deleted to the extent coverage is afforded under this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 16

(2/90)

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:49

KHOUMIN, BURDESS &amp; KTHIN

3147410023

ENDORSEMENT # 11

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to WORLDCOM, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

**SUBSIDIARY - ADDITION**  
**TO THE DEFINITION OF "SUBSIDIARY"**

In consideration of the premium charged, it is hereby understood and agreed that the Definition of "Subsidiary" is hereby amended to include the following entity(ies), subject to such Subsidiary's respective Continuity Date.

SUBSIDIARY	CONTINUITY DATE
CAI Wireless Communications, Inc.	July 9, 1999
Embratel	September 15, 1998
MCI Communications Corporation	September 15, 1998
Skytel	April 30, 2001

For the purpose of the applicability of the coverage provided by this endorsement, the entities listed above and the Company will be conclusively deemed to have indemnified the Insureds of the each respective entity to the extent that such entity or the Company is permitted or required to indemnify such Insureds pursuant to law, common or statutory, or contract, or its charter or by-laws. The entity and the Company hereby agree to indemnify the Insureds to the fullest extent permitted by law, including the making in good faith of any required application for court approval.

Furthermore, for the purpose of the applicability of the coverage provided by this endorsement, the Insurer shall not be liable for any Loss in connection with any Claim(s) made against any Subsidiary listed above or any Insured(s) thereof:

- (1) alleging, arising out of, based upon or attributable to any pending or prior litigation(s) as of such Subsidiary's respective Continuity Date, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation(s); or
- (2) alleging any Wrongful Act occurring prior to such Subsidiary's respective Continuity Date, if an Insured knew or could have reasonably foreseen that such Wrongful Act could lead to a Claim under this policy.

END 17

(2/90)

JUL-12-2004 10:48

KRAUFMANN, BURDESS &amp; KTHAN

3147410023

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to WORLDCOM, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

- (2) Exclusion (k) is amended by deleting the phrase, "emotional distress", and by deleting the phrase, "or for injury from libel or slander or defamation or disparagement, or for injury from a violation of a person's right of privacy", to read as follows:

- (k) for bodily injury, sickness, disease, death of any person, or damage to or destruction of any tangible property, including the loss of use thereof;

It is further understood and agreed that solely in connection with Employment Practices Claims, the following exclusions shall apply:

- (1) The Insurer shall not be liable for any Loss in connection with any Claim(s) made against any Insured(s) alleging, arising out of, based upon or attributable to any pending or prior litigation as of August 19, 1994 or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation.
- (2) The Insurer shall not be liable for any Loss in connection with any Claim(s) made against any Insured(s) for any alleged Wrongful Act committed prior to August 19, 1994 if any Insured(s), as of such date, knew or could have reasonably foreseen that such Wrongful Act could lead to a Claim.

It is further understood and agreed that the Employment Practices coverage as is provided by this endorsement shall be specifically excess over the Limit of Liability of \$25,000,000 as stated in Policy No. 874-33-15 issued by National Union Fire Insurance Company of Pittsburgh, Pa. to Worldcom, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 18

(2/90)

COPY

AUTHORIZED REPRESENTATIVE



JUL-12-2004 10:48

KAUFMAN, BORGEESE &amp; RYAN

9147410025 P.35

ENDORSEMENT# 18 (Continued)

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to ~~WORLD~~COM, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

2. Americans with Disabilities Act of 1992 (ADA);
3. Civil Rights Act of 1991;
4. Age Discrimination in Employment Act of 1967 (ADEA),  
including the Older Workers Benefit Protection Act of 1990;
5. Title VII of the Civil Rights Act of 1964, as amended, including  
the Pregnancy Discrimination Act of 1978;
6. Civil Rights Act of 1866, Section 1981; and
7. Fourteenth Amendment of the U.S. Constitution.

- (2) Solely for the purposes of Employment Practices Claims, the terms  
"Insured(s)" and "Director(s) or Officer(s)" shall also include any past,  
present or future employee of the Company, whether such individual is in a  
supervisory, co-worker or subordinate position or otherwise. Coverage shall  
automatically apply to all new employees after the inception date of the  
policy.

EXCLUSIONS

It is further understood and agreed that solely in connection with Employment Practices  
Claims exclusions (i) and (k) are amended as follows:

- (1) Exclusion (i) is amended by deleting the phrase, "wrongful termination of  
employment claims", and substituting the phrase, "Employment Practices  
Claims" (as defined in this endorsement) and by deleting the word "former  
employee" and substituting the word "employee" to read as follows:
  - (i) which is brought by any Insured or by the Company; or which is  
brought by any security holder of the Company, whether directly or  
derivatively, unless such security holder's Claim is instigated and  
continued totally independent of, and totally without the solicitation  
of, or assistance of, or active participation of, or intervention of, any  
Insured(s); provided, however, this exclusion shall not apply to an  
Employment Practices Claim brought by an employee other than an  
employee who is or was a Director of the Company.

END 18

(2/90)

COPY

JUL-12-2004 10:49

KRAUFMAN, BURGEEST &amp; KYHN

5147410025 P.36

ENDORSEMENT# 18 (Continued)

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to *WORLDWIDE, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

Judgments, Settlements and Defense  
Costs (Indemnifiable Loss)

\$5,000,000 for Loss  
arising from Claims alleging  
the same Wrongful Act or  
related Wrongful Acts

OTHER CLAIMS:

Judgments, Settlements and Defense  
Costs (Non-Indemnifiable Loss)

None

Judgments, Settlements and Defense  
Costs (Indemnifiable Loss)

\$5,000,000 for Loss  
arising from Claims alleging  
the same Wrongful Act or  
related Wrongful Acts

DEFINITIONS

It is further understood and agreed that for the purposes of this endorsement only, the following definitions shall apply:

- (1) "Employment Practices Claims" means any Claim(s) relating to a past, present or prospective employee of the Company for any actual or alleged:
- (i) wrongful dismissal, discharge or termination (either actual or constructive) of employment;
  - (ii) employment-related misrepresentation;
  - (iii) wrongful failure to employ or promote;
  - (iv) wrongful deprivation of career opportunity;
  - (v) wrongful discipline;
  - (vi) failure to grant tenure or negligent employee evaluation;
  - (vii) failure to provide adequate employee policies and procedure;
  - (viii) sexual or workplace harassment of any kind, (including the alleged creation of a harassing workplace environment); or
  - (ix) unlawful discrimination, whether direct, indirect, intentional or unintentional.

Employment Practices Claims shall include any Claim(s) brought under state, local, federal or foreign law (whether common or statutory) and shall include, but not be limited to, allegations of violations of the following federal laws (as amended), including regulations promulgated thereunder:

1. Family and Medical Leave Act of 1993;

END 18

(2/90)

COPY

JUL-12-2004 10:49

KHOUMBARA, BURDESS &amp; KIRAN

0141410020

ENDORSEMENT# 10

This endorsement effective 12:01 am December 31, 2001 forms a part of  
 policy number 874-91-08  
 issued to WORLDWIDE, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

**EMPLOYMENT PRACTICES ENDORSEMENT**  
 (With Separate Retention and Excess Language)

COVERAGE

- In consideration of the premium charged, it is hereby understood and agreed that the coverage as is afforded by this policy is extended to include Employment Practices Claims made against any Insured(s) (defined below), whether such Claims are brought by: (i) a past, present or prospective employee of the Company, whether directly or by class action; or (ii) by the Equal Employment Opportunity Commission (EEOC) or any other similar local, state, federal or foreign governmental authority regulating employment practices; or (iii) by any other person or entity, subject to the terms, conditions and exclusions of this endorsement and the policy.

**DECLARATIONS PAGE**

It is further understood and agreed that Item 5. RETENTION of the Declarations page is hereby deleted in its entirety and replaced with the following:

ITEM 5. RETENTION:

SECURITIES CLAIMS

Judgments & Settlements (all coverages)	None
Defense Costs (non-Indemnifiable Loss)	None
Defense Costs (Coverage B(i) and Indemnifiable Loss )	\$5,000,000 for Loss arising from Claims alleging the same Wrongful Act or related Wrongful Acts (waivable under Clause 6 in certain circumstances)

EMPLOYMENT PRACTICES CLAIMS

Judgments, Settlements and Defense Costs (non-Indemnifiable Loss)	None
-------------------------------------------------------------------	------

**END 18**

(2/90)

JUL-12-2004 10:45

KAUFMAN, BURDECK & RYAN

3147410020

This endorsement effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to WORLDCON, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.


**Cancellation Clause**

In consideration of the premium charged, it is hereby understood and agreed that notwithstanding any other provision of this endorsement, any provision of this policy respecting cancellation is deleted in its entirety except to indicate that this policy may be cancelled by the Insurer for non-payment of premium.

Accordingly, this policy is non-cancellable and all premium shall be deemed earned at inception except for cancellations by the Insurer for non-payment of premium.

END 19

(2/90)

  
AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:48

KRAFTMAN, BURDESS &amp; RYAN

5147410023

F.02

ENDORSEMENT # 20

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to WORLDCON, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

**ORDER OF PAYMENTS ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that:

1. In the event of Loss arising from any Claim(s) for which payment is due under the provisions of this policy but which Loss, in the aggregate, exceeds the remaining available Limit of Liability of this policy, then this policy shall:

- (i) first pay such Loss for which coverage is provided under Coverage A of the policy, then with respect to whatever remaining amount of the Limit of Liability is available after payment of such Loss,

- (ii) then pay such Loss for which coverage is provided by Coverage B of the policy.

2. In the event of Loss arising from a Claim(s) for which payment is due under the provisions of this policy (including those circumstances described in part 1 of this endorsement), the Insurer shall at the written request of the Named Corporation:

- (i) first pay such Loss for which coverage is provided under Coverage A of the policy, then

- (ii) either pay or hold payment for such Loss for which coverage is provided by Coverage B of the policy.

In the event that the Insurer withholds payment under Coverage B of the policy pursuant to the above request, then the Insurer shall at any time in the future, at the request of the Company, release such Loss payment to the Company, or make such Loss payment directly to an individual Director or Officer in the event of covered Loss under any Claim(s) covered under this policy pursuant to Coverage A of the policy.

3. Nothing in this endorsement shall be construed to increase the Limit of Liability of the Insurer under this policy which such Limit of Liability shall remain the maximum liability of the Insurer under all Claims under all Coverage under this policy combined.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 20

  
AUTHORIZED REPRESENTATIVE

(2/90)

JUL-12-2004 10:48

KAUFMAN, BURGESS &amp; RYAN

9147410025

P.31

ENDORSEMENT# 21

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to **WORLDCON, INC.**

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

**CLAUSE 7(a) AMENDED - NOTICE  
FROM RISK MANAGER OR GENERAL COUNSEL**

In consideration of the premium charged, it is hereby understood and agreed that Clause 7. NOTICE/REPORTING PROVISIONS, paragraph (a) is deleted in its entirety and replaced with the following:

(a) The Company shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of a Claim made against an Insured as soon as practicable after the Claim is reported to or first becomes known by the Risk Manager or the General Counsel (or equivalent position) of the Company, but in all events a Claim must be reported no later than either:

- (1) anytime during the Policy Period or during the Discovery Period (if applicable); or
- (2) within thirty (30) days after the end of the Policy Period or the Discovery Period (if applicable), as long as such Claim(s) is reported no later than thirty (30) days after the date such Claim was first made against an Insured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 21

(2/90)

  
AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:48

KHUFIAH, BURDESS & KIRBY

5147410025

ENDORSEMENT# 22

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to WORLDCOM, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

FOREIGN CORRUPT PRACTICES ACT EXTENSION

I.


In consideration of the premium charged, it is hereby understood and agreed that Clause  
2. DEFINITIONS (g) "Loss" is amended by addition of the following at the end thereof:

Loss shall also include (subject to this policy's other terms, conditions and  
limitations, including but not limited to exclusions relating to profit or advantage,  
deliberate fraud or deliberate criminal acts): (1) civil penalties assessed against any  
individual Director or Officer pursuant to Sections (g) 2(B) of the Foreign Corrupt  
Practices Act, 78dd-2(g)(2)(B).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 22

(2/90)

  
AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:47

KAUFMAN, BURGEES &amp; RYAN

3147410023 7-23

**ENDORSEMENT# 23**

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to **WORLDCON, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

**ADDITION TO THE TERM DIRECTOR OR OFFICER**

In consideration of the premium charged, it is hereby understood and agreed that the term "Director or Officer" is amended to include any individual(s) of the Company listed below, but solely for Wrongful Acts committed in his or her respective capacity(ies) listed below.

<u>INDIVIDUALS</u>	<u>CAPACITY</u>	<u>CONTINUITY DATE</u>
Jeff Rushton	CFO of SHL Systemhouse	December 8, 1998

It is hereby understood and agreed that this policy shall indemnify the *directors* and *officers* against loss in respect of any *wrongful act* committed whilst acting in the capacity of a shadow director, as defined under Section 741 of the Companies Act 1985, of any company (any such company hereinafter to be referred to as the "Shadow Directorship company") that is incorporated and/or domiciled in the UK or the Republic of Ireland, as a consequence of being a *director* or *officer* of the company, other than in respect of any:

- (i) *claim* made whether in the name of or on behalf of any Shadow Directorship company or any person who is now or shall be a director or officer of the Shadow Directorship company; and/or
- (ii) *claim* made whether in the name of or on behalf of any parent, holding, controlling, subsidiary, affiliate or associated company or representative of the Shadow Directorship company.

Furthermore, provided that for the purpose of the applicability of the coverage provided by this endorsement, the Company will be conclusively deemed to have indemnified the persons afforded coverage by this endorsement to the extent that the Company is permitted or required to indemnify such persons pursuant to law (common or statutory), contract, or the charter or by-laws of the Company (which are hereby deemed to adopt the broadest provision of the law which determines, or defines such rights of indemnity). The Company hereby agrees to indemnify such persons to the fullest extent permitted by law, including the making in good faith of any required application for court approval and the passing of any required corporate resolution or the execution of any contract.

It is further understood and agreed that only as respects any additional coverage granted by virtue of this endorsement, the Insurer shall not be liable for any Loss in connection with any Claim(s) made against an Insured:

- (1) alleging, arising out of, based upon or attributable to any pending or prior litigation as of each individual's respective Continuity Date listed above, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation; and

**END 23**

(2/90)



JUL-12-2004 10:47

KAUFMAN, BURGESS & RYAN

9147410025 P.28

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
Issued to WORLDCOM, INC.


by National Union Fire Insurance Company of Pittsburgh, Pa.

- (2) alleging any Wrongful Act occurring prior to each individual's respective  
Continuity Date if the Insured knew or could have reasonably foreseen that  
such Wrongful Act could lead to a Claim under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 23

(2/90)

  
AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:47

KHOUMPHI, BURDESS &amp; RYAN

ENDORSEMENT # 24

0141410020 1.2.1

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
issued to WORLDCOM, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

#### DISCOVERY CLAUSE AMENDED

In consideration of the premium charged, it is hereby understood and agreed that the policy (and any endorsement amending Clause 10. DISCOVERY CLAUSE) is hereby amended to the extent necessary for the policy to provide the following:

Clause 10. DISCOVERY CLAUSE is deleted in its entirety and replaced with the following:

#### 10. DISCOVERY CLAUSE


Except as indicated below, if the Insurer shall refuse to renew this policy, the Named Corporation shall have the right upon payment of an additional premium amount as shall be determined by the Insurer in its sole and absolute discretion, to a period of one year following the effective date of such nonrenewal (herein referred to as the "Discovery Period"), in which to give to the Insurer written notice of Claims first made against the Insureds during said one year period for any Wrongful Act occurring prior to the end of the Policy Period and otherwise covered by this policy. The rights contained in this paragraph shall terminate unless written notice of election of a Discovery Period together with any additional premium due is received by the Insurer no later than thirty (30) days subsequent to the effective date of the nonrenewal.

In the event of a Transaction as defined in Clause 12, the Named Corporation shall have the right, within 30 days of the end of the Policy Period, to request an offer from the Insurer of a Discovery Period (with respect to Wrongful Acts occurring prior to the effective time of the Transaction) for a period of no less than three years or for such longer or shorter period as the Named Corporation may request. The Insurer shall offer such Discovery Period pursuant to such terms, conditions, exclusions and additional premium as the Insurer may reasonably decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

The additional premium for the Discovery Period shall be fully earned at inception of the Discovery Period. The Discovery Period is not cancelable. This Clause 10 and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 24

  
AUTHORIZED REPRESENTATIVE

(2/80)

ENDORSEMENT # 25

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
policy number 874-91-08  
Issued to **WORLDCON, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

ADDITION TO THE TERM "DIRECTOR(S) OR OFFICER(S)" OR "INSURED(S)"

In consideration of the premium charged, it is hereby understood and agreed that coverage as is afforded by this policy is extended to and the definition of term "Director(s) or Officer(s)" or "Insured(s)" is amended to include the members of the Advisory Board, solely in their capacity as such members, subject to the following September 15, 1998.

Furthermore, provided that for the purpose of the applicability of the coverage provided by this endorsement, the Company will be conclusively deemed to have indemnified the persons afforded coverage by this endorsement to the extent that the Company is permitted or required to indemnify such persons pursuant to law (common or statutory), contract, or the charter or by-laws of the Company (which are hereby deemed to adopt the broadest provision of the law which determines, or defines such rights of indemnity). The Company hereby agrees to indemnify such persons to the fullest extent permitted by law, including the making in good faith of any required application for court approval and the passing of any required corporate resolution or the execution of any contract.

It is further understood and agreed that only as respects any additional coverage granted by virtue of this endorsement, the Insurer shall not be liable for any Loss in connection with any Claim(s) made against an Insured:

- (1) alleging, arising out of, based upon or attributable to any pending or prior litigation as of each individual's respective Continuity Date listed above, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation; and
- (2) alleging any Wrongful Act occurring prior to each individual's respective Continuity Date if the Insured knew or could have reasonably foreseen that such Wrongful Act could lead to a Claim under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 25

  
AUTHORIZED REPRESENTATIVE

ENDORSEMENT # 26

This endorsement, effective 12:01 am December 31, 2001 forms a part of  
 policy number 874-91-08  
 Issued to WORLDCON, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

ADDITION TO THE TERM "DIRECTOR(S) OR OFFICER(S)" OR "INSURED(S)"  
 (GENERAL COUNSEL)

In consideration of the premium charged, it is hereby understood and agreed that Clause 2. DEFINITIONS, Definition of "Director(s) or Officer(s)" or "Insured(s)" is hereby amended to include the General Counsel of the Named Corporation, subject to the following. Continuity Date: September 15, 1998.

Furthermore, provided that for the purpose of the applicability of the coverage provided by this endorsement, the Company will be conclusively deemed to have indemnified the persons afforded coverage by this endorsement to the extent that the Company is permitted or required to indemnify such persons pursuant to law (common or statutory), contract, or the charter or by-laws of the Company (which are hereby deemed to adopt the broadest provision of the law which determines, or defines such rights of indemnity). The Company hereby agrees to indemnify such persons to the fullest extent permitted by law, including the making in good faith of any required application for court approval and the passing of any required corporate resolution or the execution of any contract.

It is further understood and agreed that only as respects any additional coverage granted by virtue of this endorsement, the Insurer shall not be liable for any Loss in connection with any Claim(s) made against an Insured:

- (1) alleging, arising out of, based upon or attributable to any pending or prior litigation as of the Continuity Date listed above, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation; and
- (2) alleging any Wrongful Act occurring prior to the Continuity Date listed above, if the Insured knew or could have reasonably foreseen that such Wrongful Act could lead to a Claim under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 26

  
 AUTHORIZED REPRESENTATIVE

APPENDIX A  
SECURITIES CLAIMS PANEL COUNSEL LIST

Alaska

Davis Wright Tremaine  
550 W. Seventh Avenue, Suite 1450  
Anchorage, AK 99501  
Contact:  
David W. Oesting (907) 257-5300

Foster Pepper & Shetelman  
601 West Fifth Avenue #500  
Anchorage, AK 99501-2226  
Contact:  
Peter S. Erlichman  
Stellman Keehnel  
Tim Flier (206) 447-8998

California

Brobeck, Phleger & Harrison LLP  
Spear Street Tower  
One Market  
San Francisco, CA 94105  
Contact:  
Kevin P. Muck  
Michael D. Torpey  
Sara B. Brody  
Tower C. Snow Jr. (415) 442-0900

Brobeck, Phleger & Harrison LLP  
550 South Hope Street  
Los Angeles, CA 90071  
Contact:  
Daniel J. Tyukody  
Howard M. Privette (213) 489-4060

Brobeck, Phleger & Harrison LLP  
550 West C Street, Ste. 1300  
San Diego, CA 92101  
Contact:  
Christopher H. McGrath  
William F. Sullivan (619) 234-1956

Brobeck, Phleger & Harrison LLP  
Two Embarcadero Place  
2200 Gang Road  
Palo Alto, CA 94303  
Contact: David M. Furbush  
Meredith N. Landy (650) 424-0160

Cooley Godward, LLP  
4365 Executive Drive, Suite 1100  
San Diego, CA 92121  
Contact:  
William E. Grauer (658) 550-6050

Cooley Godward, LLP  
Five Palo Alto Square  
3000 El Camino Real  
Palo Alto, CA 94306  
Contact:  
Stephen C. Neal (650) 843-5182  
William S. Freeman (650) 843-5037

Cooley Godward, LLP  
One Maritime Plaza, 20th Floor  
San Francisco, CA 94111  
Contact:  
Paul A. Renne (415) 693-2073  
Gordon C. Atkinson (415) 693-2088

Davis Wright Tremaine  
Suite 600  
One Embarcadero Center  
San Francisco, CA 94111-3834  
Contact:  
Martin Fineman (415) 276-6500

Gibson, Dunn & Crutcher LLP  
333 South Grand Avenue  
Los Angeles, CA 90071-3197  
Contact:  
Phillip Bosl (213) 228-7543

Gibson, Dunn & Crutcher LLP  
Jamboree Center  
4 Park Plaza  
Irvine, CA 92614-8557  
Contact:  
Wayne W. Smith (714) 451-4108

Gibson, Dunn & Crutcher LLP  
525 University Ave., Ste. 220  
Palo Alto, CA 94301  
Contact:  
John C. Dickey (415) 463-7324

Heller, Ellman, White & McAuliffe  
333 Bush Street  
San Francisco, CA 94104  
Contact:  
Douglas M. Schwab  
M. Laurence Popofsky  
Michael J. Shepard (415) 772-6000

Heller, Ellman, White & McAuliffe  
525 University Avenue  
Palo Alto, CA 94301  
Contact:  
Michael L. Charlson  
Norman J. Bleers (650) 324-7000

APPENDIX A  
SECURITIES CLAIMS PANEL COUNSEL LIST

Heller, Ellman, White & McAuliffe  
4250 Executive Square  
7th Floor  
San Diego, CA 92037-9103  
Contact:  
David E. Kleinfeld (858) 450-8400

Heller, Ellman, White & McAuliffe  
601 South Figueroa Street, 40th Fl.  
Los Angeles, CA 90017-5758  
Contact:  
Jerry L. Marks  
Darryl L. Snider (213) 689-0200

Irell & Manella  
1800 Avenue of the Stars  
Suite 900  
Los Angeles, CA 90067  
Contact:  
Richard Borow  
David Schwartz  
David Glindler  
David Siegel  
James F. Elliot  
Jim Adler (310) 277-1010

Latham & Watkins  
633 West Fifth Street  
Suite 4000  
Los Angeles, CA, 90071-2007  
Contact:  
Hugh Steven Wilson (213) 485-1234

Latham & Watkins  
75 Willow Road  
Menlo Park, CA 94025  
Contact:  
Paul H. Dawes (650) 328-4600

McCutchen Doyle, Brown & Enerson LLP  
355 South Grand Avenue  
Suite 4400  
Los Angeles, CA 90071-1560  
Contact:  
John C. Morrissey (213) 680-6416

McCutchen, Doyle, Brown & Enerson LLP  
Three Embarcadero Center  
San Francisco, CA 94111  
Contact:  
David M. Balabanian (415) 393-2170  
Karon L. Kennard (415) 393-2626

McCutchen, Doyle, Brown & Enerson, LLP  
3150 Porter Drive  
Palo Alto, CA 94303-1212  
Contact:  
Mary Huser (650) 849-4914

Morrison & Foerster  
425 Market Street  
San Francisco, CA 94104-2482  
Contact:  
Paul T. Friedman  
Melvin R. Goldman (415) 268-7000

Morrison & Foerster LLP  
555 West 5th Street - Suite 3500  
Los Angeles, CA 90013-1024  
Contact:  
Robert S. Stern  
B. Scott Silverman (213) 892-5200

Morrison & Foerster, LLP  
18900 MacArthur Boulevard, 12th Floor  
Irvine, CA 90017  
Contact:  
Josephine Staton Tucker (714) 251-7500

Munger, Tolles & Olson  
355 South Grand Avenue-35th Floor  
Los Angeles, CA 90071-1560  
Contact:  
Dennis L. Kinnaird (213) 683-9264  
John W. Spiegel (213) 683-9152  
George M. Garvey (213) 683-9153

O'Melveny & Myers LLP  
400 South Hope Street, 15th Floor  
Los Angeles, CA 90071-2899  
Contact:  
Robert Vanderet  
Seth Aronson (213) 430-6000

O'Melveny & Myers LLP  
610 Newport Center  
Newport Beach, CA 92660  
Contact:  
Phillip Kaplan  
Brett J. Williamson  
Michael G. Yoder (714) 760-9600

O'Melveny & Myers LLP  
275 Battery Street  
San Francisco, CA 94111  
Contact:  
Richard Warner  
Daniel Bookin (415) 984-8700

JUL-12-2004 10:50

KAPLAN, BURDECK &amp; KAPLAN

11-27

APPENDIX A  
SECURITIES CLAIMS PANEL COUNSEL LIST

Orrick Herrington & Sutcliffe LLP  
Old Federal Reserve Bank Building  
400 Sansome Street  
San Francisco, CA 94111  
Contact:  
William Alderman (415) 773-5944  
John H. Kanberg (415) 773-5469

Orrick Herrington & Sutcliffe LLP  
1020 Marsh Road  
Menlo Park, CA 94025  
Contact:  
W. Reece Bader (650) 614-7440

Paul, Hastings, Janofsky & Walker LLP  
555 S. Flower Street  
Twenty-Third Floor  
Los Angeles, CA 90071-2371  
Contact:  
J. Allen Maines (213) 683-6000

Pillsbury Madison & Sutro LLP  
650 Town Center Drive, 7th Floor  
Costa Mesa, CA 92626-7122  
Contact:  
Steven O. Kramer  
Walter Robinson (714) 436-6800

Pillsbury Madison & Sutro LLP  
101 W. Broadway, Suite 1800  
San Diego, CA 92101-8219  
Contact:  
David E. Kleinfeld (619) 234-5000

Pillsbury Madison & Sutro LLP  
235 Montgomery Street  
San Francisco, CA 94104  
Contact:  
Bruce A. Ericson  
William O. Fisher (415) 983-1000

Sherman & Sterling  
555 California Street  
San Francisco, CA 94104  
Contact:  
Susan Samuels Muck (415) 616-1100  
Dean Krystowski  
Jeffrey S. Factor

Simpson Thacher & Bartlett  
3373 Hillview Avenue  
Palo Alto, CA 94304  
Contact:  
James G. Kreissman  
Charles E. Koob  
George M. Newcombe (650) 251-5000

Simpson Thacher & Bartlett  
10 Universal City Plaza  
Suite 852  
Universal City, CA 91608  
Contact:  
Berry R. Ostrager  
Seth A. Ribner (818) 755-7000

Skadden, Arps, Slate, Meagher & Flom LLP  
300 South Grand Avenue  
Los Angeles, CA 90071  
Contact:  
Frank Rothman  
Eric S. Waxman (213) 687-5000

Skadden, Arps, Slate, Meagher & Flom LLP  
525 University Avenue, Suite 220  
Palo Alto, CA 94111  
Contact:  
James E. Lyons (650) 470-4500

Skadden, Arps, Slate, Meagher & Flom LLP  
Four Embarcadero Center  
San Francisco, CA 94301  
Contact:  
James E. Lyons (415) 884-2698

Sullivan & Cromwell  
1888 Century Park East  
Los Angeles, CA 90067-1725  
Contact:  
Robert A. Sacks (310) 712-6600

Willson, Sonsini, Goodrich & Rosati  
650 Page Mill Road  
Palo Alto, CA 94304-1050  
Contact:  
Bruce G. Vanyo  
Steven M. Schatz  
Boris Feldman  
Daniel Mitz  
David Priebe  
David S. Steuer  
Eileen Marshall  
Martin W. Korman  
Sarah Good (650) 493-9300

JUL-12-2004 10:50

KAUFMAN, BURGEESI &amp; RYAN

P. 20

**APPENDIX A  
SECURITIES CLAIMS PANEL COUNSEL LIST**

Delaware

Blank Rome Comisky & McCauley LLP  
1220 Market Street, 8th Floor  
Wilmington, DE 19801  
Contact:  
Cathy L. Reese (302) 425-6400

Wolf, Block, Schorr and Solis-Cohen LLP  
One Rodney Square  
10th & King Streets  
Wilmington, DE 19801  
Contact:  
David J. Margules (302) 777-5860

District of Columbia

Arnold & Porter  
555 Twelfth Street, NW  
Washington, D.C. 20004-1202  
Contact:  
Scott Schreiber (202) 942-5672

Brobeck, Phleger & Harrison LLP  
Market Square East, Suite 220  
701 Pennsylvania Avenue, NW  
Washington, DC 20004  
Contact:  
John B. Missing (202) 220-6000

Cahill Gordon & Reindel  
1990 K Street, NW, Suite 950  
Washington, DC 20006  
Contact:  
Donald J. Mulvihill (202) 862-8900

Davis, Polk & Wardwell  
1300 I Street, N.W.  
Washington, DC 20005  
Contact:  
Scott W. Muller (202) 962-7000

Gibson, Dunn & Crutcher LLP  
1050 Connecticut Avenue, N.W.  
Washington, D.C. 20036-5306  
Contact:  
F. Joseph Warin (202) 887-3609

Greenberg Traurig  
800 Connecticut Avenue, NW, Suite 500  
Washington, D.C. 20036  
Contact:  
Joe Reeder (202) 331-3100  
C. Allen Foster  
Eric C. Rowe

Patton Boggs, LLP.  
2650 M Street N.W.  
Washington, D.C. 20037  
Contact:  
Lanny Davis (202) 457-6000  
Eric A. Kuwana  
Ronald S. Liebman

Sherman & Sterling  
801 Pennsylvania Avenue, N.W.  
Contact: Washington, DC 20004-2604  
Contact:  
Thomas S. Martin (202) 508-8000  
Jonathan L. Greenblatt

Sullivan & Cromwell  
1701 Pennsylvania Avenue, N.W.  
Washington, DC 20006-5805  
Contact:  
Margaret K. Pfeiffer  
Daryl A. Libow (202) 958-7500

Willkie Farr & Gallagher  
Three Lafayette Centre  
1155 21st Street N.W.  
Washington, D.C. 20036-3384  
Contact:  
Kevin B. Clark (202) 328-8000

Florida

Akerman Senterfitt & Eidson, P.A.  
Sun Trust International Center  
28th Floor  
Miami, FL 33131  
Contact:  
Stanley H. Wakshlag (305) 374-5600

Fowler White, Gillen, Boggs, Villareal  
and Banker, P.A.  
501 East Kennedy Boulevard  
Suite 1700  
Tampa, FL 33602  
Contact:  
Burton W. Wland  
W. Donald Cox (813) 228-7411

Greenberg Traurig  
1221 Brickell Avenue  
Miami, FL 33131  
Contact:  
Hillarie Bass (305) 579-0500



APPENDIX A  
SECURITIES CLAIMS PANEL COUNSEL LIST

Greenberg Traurig  
777 South Flagler Drive  
West Palm Beach, FL 33401  
Contact:  
Mark F. Bideau (561) 650-7900

Greenberg Traurig  
111 North Orange Avenue  
Orlando, FL 32801  
Contact:  
Tucker H. Byrd (407) 420-1000

Greenberg Traurig  
101 East College Avenue  
Post Office Drawer 1838  
Tallahassee, FL 32302  
Contact:  
Barry Richard (850) 222-6881

Holland & Knight  
400 North Ashley Drive, Suite 2300  
Tampa, FL 33602  
Contact:

Frederick S. Schrlis  
G. Calvin Hayes  
Francis Curran (813) 227-8500

Holland & Knight  
50 North Laura Street, Suite 3900  
P.O. Box 52687 (Zip 32201)  
Jacksonville, FL 32202  
Contact:  
George E. Schultz, Jr.  
Michael G. Tanner  
Fred Lotterhos (904) 353-2000

Holland & Knight  
701 Brickell Avenue, Suite 3000  
P.O. Box 015441 (Zip 33101)  
Miami, FL 33131  
Contact:  
Greg Baldwin  
Tracy A. Nichols (305) 374-8500

Holland & Knight  
315 South Calhoun Street, Suite 600  
P.O. Drawer 810 (Zip 32302)  
Tallahassee, FL 32301  
Contact:  
Robert R. Feggin III  
Elizabeth Bevington (850) 224-7000

Holland & Knight  
625 North Flagler Drive  
P.O. Box 3208 (33402)  
West Palm Beach, FL 33401  
Contact:  
D. Culver Smith, III (Skip) (513) 833-2000

Holland & Knight  
200 South Orange Avenue  
SunTrust Building, Suite 2600  
P.O. Box 1525 (Zip 32802)  
Orlando, FL 32801  
Contact:  
William Wilson (407) 425-8500

McGuire Woods Battle & Boothe  
3300 Barnett Center  
50 North Laura Street  
Jacksonville, FL 32202-3635  
Contact:  
David M. Wells (904) 798-2693

Steel, Hector & Davis LLP  
200 South Biscayne Boulevard  
Miami, FL 33131-2398  
Contact:  
Lewis F. Murphy, P.A. (305) 577-2957  
Wendy Leavitt

Stroock & Stroock & Lavan LLP  
200 South Biscayne Boulevard  
Miami, FL 33131-2385  
Contact:  
Richard B. Simring  
Robert W. Turken (305) 358-9900

Zuckerman Speeder Taylor & Evans LLP  
900 Miami Center  
201 South Biscayne Boulevard  
Miami, Florida 33131  
Contact:  
Ronald B. Ravikoff  
Thomas J. Meeks  
Guy A. Rasco (305) 356-5000

Georgia

Alston & Bird  
One Atlantic Center  
1201 W. Peachtree Street  
Atlanta, GA 30309-3424  
Contact:  
Peter C. Bassett (404) 881-7343  
Mary C. Gill (404) 881-7000  
John Gosell (404) 881-7000  
Rodd R. David (404) 881-7000

JUL-12-2004 10:50

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**APPENDIX A  
SECURITIES CLAIMS PANEL COUNSEL LIST**

**King & Spalding**  
191 Peachtree Street  
Atlanta, GA 30303-1763  
Contact:  
M. Robert Thornton  
Michael R. Smith (404) 572-4600

**Paul Hastings Janofsky & Walker, LLP**  
600 Peachtree Street, N.W., Suite 2400  
Atlanta, GA 30308-2222  
Contact:  
J. Allen Maines (404) 815-2500

**Smith Gambrell & Russell LLP**  
3343 Peachtree Road, N.E.  
Suite 3100 - Promenade II  
Atlanta, GA 30309-3592  
Contact:  
David A. Handley (404) 815-3671  
John G. Desprelt (404) 815-3730

**Illinois**

**Freeborn & Peters**  
311 South Wacker Drive  
Suite 3000  
Chicago, IL 60606-6677  
Contact:  
David H. Kistenbroker (312) 360-6000  
Michael L. O'Shaughnessy

**Jenner & Block**  
One IBM Plaza  
Chicago, IL 60611  
Contact:  
Jerold Solovy (312) 222-9350  
Ronald Marmer (312) 923-2686  
J. Kevin McCall (312) 923-2686

**Kirkland & Ellis**  
2000 East Randolph Drive  
Chicago, IL 60601  
Contact:  
Garrett B. Johnson  
Robert J. Kopecky (312) 861-2000

**Sidley & Austin**  
One First National Plaza  
Chicago, IL 60603  
Contact:  
Walter C. Carlson (312) 853-7734  
Billie Sheppard (312) 853-7850  
Eugene A. Schoon (312) 853-7278

**Skadden, Arps, Slate, Meagher & Flom LLP**  
333 West Wacker Drive  
Chicago, IL 60606  
Contact:  
Susan Gatzendanner  
Timothy A. Nelsen (312) 407-0700

**Sonnenschein Nath & Rosenthal**  
8000 Sears Tower  
Chicago, IL 60606  
Contact:  
Christopher Q. King (312) 876-8224  
David L. Schlavone (312) 876-7483

**Louisiana**

**Locke Liddell & Sapp LLP**  
601 Poydras Street, Suite 2400  
New Orleans, LA 70130-6036  
Contact:  
Brad Foster  
John McElhany  
Morris Harrell  
Peter Flynn (504) 558-5100

**Massachusetts**

**Hale & Dorr**  
60 State Street  
Boston, MA 02109  
Contact:  
Jeffrey B. Rudman  
John F. Batter  
James W. Prendegast (617) 526-6000

**Hutchins Wheeler & Dittmar P.C.**  
101 Federal Street  
Boston, MA 02110  
Contact:  
David S. Rosenthal  
John Hughes (617) 951-6624

**Mintz, Levin, Cohn, Feris, Glovsky & Popeo P.C.**  
One Financial Center  
Boston, MA 02111  
Contact:  
Peter M. Saporoff (617) 542-6000  
Patrick J. Sharkey

**Ropes & Gray**  
One International Plaza  
Boston, MA 02110-2624  
Contact:  
John D. Donovan, Jr. (617) 851-7566

JUL-12-2004 10:30

KROPPMAN, BURDESS &amp; KIM

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APPENDIX A  
SECURITIES CLAIMS PANEL COUNSEL LIST

Skadden, Arps, Slate, Meager & Flom LLP  
One Beacon Street  
Boston, MA 02108  
Contact:  
Thomas J. Dougherty  
George J. Skelly (617) 573-4800

Testa, Hurwitz & Thibault  
High Street Tower  
125 High Street  
Boston, MA 02110  
Contact:  
Brian E. Pastuszanski (617) 248-7253  
Jordan D. Hershman (617) 248-7363

Minnesota

Dorsey & Whitney LLP  
Pillsbury Center South  
220 South Sixth Street  
Minneapolis, MN 55402  
Contact:  
Brian E. Palmer  
Edward J. Plulmer  
J. Jackson  
Peter S. Hendrixson  
Peter W. Carter  
Roger J. Magnuson (612) 340-2600

Faegre & Benson LLP  
90 South Seventh Street  
Minneapolis, MN 55402-3901  
Contact:  
Robert L. Schnell  
Thomas L. Kimer (612) 335-3000

Oppenheimer Wolff & Donnelly LLP  
Plaza VII Building, Suite 3400  
45 South Seventh Street  
Minneapolis, MN 55402  
Contact:  
Craig W. Gagnon  
Michael J. Black  
Michael E. Keyes (612) 507-7300

Winthrop & Weinstein, PA  
3000 Dale Reischer Plaza  
60 South Sixth Street  
Minneapolis, MN 55402  
Contact:  
David P. Pearson  
Steven C. Tourek  
Thomas H. Boyd (612) 347-0700

New York

Arnold & Porter  
399 Park Avenue  
New York, NY 10022-4690  
Contact:  
Scott Schrelber (212) 715-1000  
Kent A. Yalowitz

Brobeck, Phleger & Harrison LLP  
1633 Broadway, 47th Floor  
New York, NY 10019  
Contact:  
Francis S. Chlapowski  
Gregory A. Markel (212) 581-1600

Cadwalader, Wickersham & Taft  
100 Maiden Lane  
New York, NY 10038  
Contact:  
Dennis J. Block  
Howard R. Hawkins  
Jeffrey Q. Smith  
Jonathan M. Hoff (212) 504-6000

Cahill Gordon & Reindel  
80 Pine Street  
New York, NY 10005  
Contact:  
Charles A. Gilman  
Immanuel Kohn  
Thomas J. Kavalier (212) 701-3000

Cravath, Swaine & Moore  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019-7475  
Contact:  
Evan R. Chesler  
Francis P. Barron  
Julia A. North  
Keith R. Hummel  
Paul C. Saunders  
Peter T. Barbur  
Richard W. Clary  
Robert H. Baron  
Ronald S. Roffe  
Rory O. Millson  
Thomas G. Rafferty (212) 474-1000

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# APPENDIX A SECURITIES CLAIMS PANEL COUNSEL LIST

Davis Polk & Wardwell  
450 Lexington Avenue  
New York, NY 10017

## Contact:

Daniel F. Kolb  
Frank S. Moseley  
Gary G. Lynch  
James W.G. Benkard  
Robert F. Wise  
Robert B. Fiske

(212) 450-4000

Fried, Frank, Harris, Shiver & Jacobson  
One New York Plaza  
New York, NY 10004

## Contact:

Sheldon Raab  
Gregory P. Joseph  
John A. Borek

(212) 858-8000

Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York, NY 10166-0193

## Contact:

A. Bendell  
B. David Grals  
C. Wesley G. Howell

(212) 351-4000

Greenberg Traurig  
MetLife Building  
200 Park Avenue  
New York City, NY 10166

## Contact:

Marshall H. Fishman  
Alan Mansfield

(212) 801-9200

Kaye, Scholer, Fierman, Hays & Handler  
425 Park Avenue  
New York, NY 10022

## Contact:

Frederic W. Yerman

(212) 836-8663

Kirkland & Ellis  
Citicorp Center  
153 East 53rd Street  
New York, NY 10022-4675

## Contact:

Yosof J. Riemer  
Frank M. Holozublec

(212) 446-4800

Kramer Levin Nattalis & Frankel LLP  
919 Third Avenue  
New York, NY 10022

## Contact:

Gary Nattalis

(212) 715-9100

Latham & Watkins  
885 Third Avenue, Suite 1000  
New York, NY 10022-4802

## Contact:

Hon. Kenneth Conboy  
John J. Kirby

(212) 906-1200

Mayer, Brown & Platt  
1675 Broadway  
New York, NY 10019

## Contact:

Dennis P. Orr  
Richard A. Spehr  
Steven Wolowitz

(212) 505-2500

Milbank Tweed Hadley & McCloy  
One Chase Manhattan Plaza  
New York, NY 10005

## Contact:

Russell Brooks

(212) 530-5554

Morrison & Foerster LLP  
1290 Avenue of the Americas  
New York, NY 10104

## Contact:

Anthony M. Radice  
Jack C. Ausplitz

(212) 468-8000

Paul Hastings, Jaofsky & Walker LLP  
389 Park Avenue, 31st Floor  
New York, NY 10022-4697

## Contact:

J. Allen Malnes

(212) 318-6000

Paul Weiss Rifkind Wharton & Garrison  
1285 Avenue of the Americas  
New York, NY 10019-6054

Martin Flumenbaum  
Claudia Hammerman  
Daniel J. Baller  
Max Gitter

Richard A. Rosen

(212) 373-3000

Roger & Wells LLP  
200 Park Avenue  
New York, NY 10166

## Contact:

James N. Benedict  
James B. Weidner  
John K. Carroll  
Mark Holland  
Mark Pomerantz

(212) 878-8000

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# APPENDIX A SECURITIES CLAIMS PANEL COUNSEL LIST

Schulte Roth & Zabel LLP  
800 Third Avenue  
New York, NY 10022

## Contact:

Daniel J. Kramer  
David M. Brodsky  
Irwin J. Sugarman  
Robert M. Abrahams (212) 756-2000

Shearman & Sterling  
599 Lexington Avenue  
New York, NY 10017

## Contact:

Jeremy G. Epstein  
R. Paul Wickes (212) 848-8000

Simpson Thacher & Bartlett  
425 Lexington Avenue  
New York, NY 10017

## Contact:

Michael J. Chapiro  
Bruce D. Angiolillo  
Roy L. Beardon  
George M. Newcombe  
Paul C. Curnin  
Peter Kazanoff (212) 455-2000

Skadden, Arps, Slate, Meagher & Faim LLP  
919 Third Avenue  
New York, NY 10022

## Contact:

Barry H. Garfinkel  
Jonathan J. Lerner  
Lee Haber Kuck (212) 735-3000

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, NY 10038

## Contact:

Melvin A. Brosterman  
Lawrence Greenwald  
Robert Lewin (212) 806-5400

Sullivan & Cromwell  
125 Broad Street  
New York, NY 10004-2408

## Contact:

D. Stuart Melkijohn  
Gandolfo V. DiBlasi  
John L. Warden  
John L. Hardiman  
Phillip L. Graham, Jr.  
Richard H. Klapper (212) 558-4000

Weil, Gotshal & Manges  
767 Fifth Avenue  
New York, NY 10153

## Contact:

Irwin H. Warren  
Greg A. Danilow  
Joseph Allerhand (212) 310-8000

Winkle, Farr & Gallagher  
787 Seventh Avenue  
New York, NY 10019-6099

## Contact:

David L. Foster  
Richard L. Posen  
Michael R. Young (212) 728-8000

## Ohio

Jones Day, Reavis & Pogue  
North Point  
801 Lakeside Avenue  
Cleveland, OH 44114

## Contact:

John M. Newman (216) 586-3939  
John W. Edwards

## Oregon

Davis Wright Tremaine  
2300 First Interstate Tower  
1300 S.W. Fifth Avenue  
Portland, OR 97201

## Contact:

John F. McGrory (503) 241-2300

Foster Pepper & Shefelman  
One Main Place  
101 S.W. Main Street, 15th Floor  
Portland, OR 97204-3223

## Contact:

Peter S. Ehrlichman  
Stellman Koehnel  
Tim Filer (503) 221-7799

Lane Powell Spears Lubersky LLP  
601 S.W. Second Avenue, Suite 2100  
Portland, OR 97204

## Contact:

D. Meredith Wilson  
Milo Petrenovich  
Robert E. Maloney (503) 778-2100

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# APPENDIX A SECURITIES CLAIMS PANEL COUNSEL LIST

## Pennsylvania

Blank Rome Comisky & McCauley LLP  
One Logan Square  
Philadelphia, PA 19103-6998

### Contact:

Alexander D. Bono

Richard P. McElroy

Jerome R. Richter

Leonard Dublin

Matthew J. Siemloda (215) 589-5500

Buchanan Ingersoll, PC  
One Oxford Centre, 20th Floor  
301 Grant Street  
Pittsburgh, PA 15219-8800

### Contact:

John R. Leathers (412) 562-1880

Cozen and O'Connor  
The Atrium

1900 Market Street  
Philadelphia, PA 19103

### Contact:

Patrick J. O'Connor

Thomas C. Ziellinski

H. Robert Flebach

Anita B. Weinstein

Steven N. Haas (800) 665-2000

Dechert Price & Rhoads  
4000 Bell Atlantic Tower  
1717 Arch Street  
Philadelphia, PA 19103-2793

### Contact:

Seymour Kurland

Jeffrey G. Well

Frederick G. Harold (215) 994-4000

Morgan, Lewis & Bockius  
2000 One Logan Square  
Philadelphia, PA 19103-6893

### Contact:

Marc J. Sonnenfeld

Elizabeth Hoop Fay (215) 963-5000

Pepper, Hamilton LLP  
3000 Two Logan Square  
Eighteenth & Arch Streets  
Philadelphia, PA 19103-2799

### Contact:

Barbara W. Mather

Jon A. Baughman

Laurence Z. Shlakman

M. Duncan Grant

Robert L. Hickok

Thomas E. Zemeltis (216) 981-4000

Wolf, Block, Schorr and Solis-Cohen LLP  
12th Floor - Packard Building S.E.  
Corner 15th & Chestnut Streets  
Philadelphia, PA 19102-2678

### Contact:

Jay A. Dubow

Ian A.L. Strogatz

Jerome J. Shestack

M. Norman Goldberger

Mark L. Alderman (215) 977-2058

## Texas

Akin, Gump, Strauss, Hauer & Feld, L.L.P.  
1700 Pacific Avenue, Suite 4100  
Dallas, TX 75201-4675

### Contact:

Lou Bickel

Mike Lowenberg (214) 969-2800

Akin, Gump, Strauss, Hauer & Feld, L.L.P.  
Pennzoil Place - South Tower  
711 Louisiana Street  
Suite 1900

Houston, TX 77002

### Contact:

Charlie Moore

Paula Hinton (713) 220-5800

Baker & Botts, L.L.P.  
810 Louisiana  
Houston, TX 77002-4995

### Contact:

David D. Sterling (713) 229-1948

Baker & Botts, L.L.P.  
2001 Ross Avenue  
Dallas, TX 75201-2916

### Contact:

Robert W. Jordan (214) 953-6518

Brobeck, Phleger & Harrison LLP  
301 Congress Avenue, Suite 1200  
Austin, TX 78701

### Contact:

Paul R. Bassette (512) 477-5485

Fulbright & Jaworski, L.L.P.  
1301 McKinney  
Suite 5100

Houston, TX 77010

### Contact:

Frank G. Jones

Richard N. Carrell (713) 651-5151

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KHUPTAH, BURDEES &amp; KYHN

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# APPENDIX A SECURITIES CLAIMS PANEL COUNSEL LIST

**Fullbright & Jaworski, LLP.**

2200 Ross Avenue

Suite 2800

Dallas, TX 75201

Contact:

Karl G. Dial

(214) 855-8000

**Haynes & Boone, LLP.**

801 Main Street, Suite 3100

Dallas, TX 75202-3788

Contact:

George Bramblett

Noel Hensley

(214) 651-5000

**Jenkins & Gilchrist**

1445 Ross Avenue, Suite 3200

Dallas, TX 75202

Contact:

John Gilliam

(214) 855-4306

**Jenkins & Gilchrist**

1100 Louisiana, Suite 1800

Houston, TX 77002

Contact:

John Gilliam

(713) 951-3300

**Locke Liddell & Sapp LLP**

2200 Ross Avenue, Suite 2200

Dallas, TX 75201-6778

Contact:

Brad Foster

John McElhaney

Morris Harrell

Peter Flynn

(214) 740-8000

**Locke Liddell & Sapp LLP**

100 Congress Avenue, Suite 300

Austin, TX 78701-4042

Contact:

Brad Foster

John McElhaney

Morris Harrell

Peter Flynn

(512) 305-4700

**Locke Liddell & Sapp LLP**

700 Lavaca, Suite 800

Austin, TX 78701

Contact:

Brad Foster

John McElhaney

Morris Harrell

Peter Flynn

(512) 404-2000

**Locke Liddell & Sapp LLP**

600 Travis

3400 Chase Tower

Houston, TX 77002

Contact:

Brad Foster

John McElhaney

Morris Harrell

Peter Flynn

(713) 226-1200

**Thompson & Knight, PC**

1700 Pacific Avenue, Suite 3300

Dallas, TX 75201

Contact:

Timothy R. McCormick

(214) 969-1103

**Thompson & Knight, PC**

98 San Jacinto Boulevard, Suite 1200

Austin, TX 78701

Contact:

Timothy R. McCormick

(512) 469-6100

**Thompson & Knight, PC**

801 Cherry Street, Suite 1600

Fort Worth, TX 76102

Contact:

Timothy R. McCormick

(817) 347-1700

**Thompson & Knight, PC**

1700 Texas Commerce Tower

600 Travis

Houston, TX 77002

Contact:

Timothy R. McCormick

(713) 217-2800

**Thompson & Knight, PC**

1200 Smith Street, Suite 3600

Houston, TX 77002

Contact:

Timothy R. McCormick

(713) 654-8111

**Vinson & Elkins LLP.**

2500 First City Tower

1001 Fannin

Houston, TX 77002-6760

Contact:

David T. Hodges, Jr.

(713) 758-2876

Charles W. Schwartz

(713) 758-3852

**Vinson & Elkins LLP.**

3700 Trammell Crow Center

2001 Ross Avenue

Dallas, TX 75201-2575

Contact:

Orrin L. Harrison III

(214) 220-7715



JUL-12-2004 10:51

KUHMAN, BURDESS &amp; RYAN

APPENDIX A  
SECURITIES CLAIMS PANEL COUNSEL LIST

Vinson & Elkins LLP.  
One American Center, Suite 2700  
600 Congress Avenue  
Austin, TX 78701-3200  
Contact:  
Richard D. Milvenan (512) 495-8542

Wilson, Sonsini, Goodrich & Rosati  
8911 Capital of Texas Highway  
North Westech 360, Suite 3350  
Austin, TX 78759-7427  
Contact:  
Bruce G. Vanyo  
Paul Tobias (512) 338-5499

Virginia:  
Cooley Godward LLP  
One Freedom Square  
Reston Town Center  
11951 Freedom Drive  
Reston, VA 20180  
Contact:  
Robert R. Vleth (703) 456-8082

Greenberg Traurig  
1750 Tysons Boulevard, 12th Floor  
McLean, VA 22102  
Contact:  
Harry M. Glazer  
Joseph T. Casey, Jr. (703) 749-1300

McGuire Woods, Battle & Boothe, LLP.  
One James Center  
901 East Cary Street  
Richmond, VA 23219-4030  
Contact:  
Warren E. Zirkle (804) 775-4364

McGuire Woods Battle & Boothe, LLP.  
Tysons II, Suite 1800  
1750 Tysons Boulevard  
McLean, VA 22102-3892  
Stephen M. Colangelo (703) 712-5371

Washington:  
Davis Wright Tremaine  
2600 Century Square  
1501 Fourth Avenue  
Seattle, Washington 98101-1688  
Contact:  
Stephen M. Rummage (206) 622-3150  
Ledd B. Leavens (206) 622-3150

Foster Pepper & Shefelman  
1111 Third Avenue, Suite 3400  
Seattle, Washington 98101-2399  
Contact:  
Peter S. Ehrlichman  
Steffman Kechnel  
Tom Filer (206) 447-8998

Heller, Ehrman, White & McAuliffe  
701 Fifth Avenue  
Seattle, WA 98104-7098  
Contact:  
George E. Greer  
Daniel J. Dunne (206) 447-0900

Lane Powell Spears Lubersky LLP  
1420 Fifth Avenue, Suite 4100  
Seattle, Washington 98101-2338  
Contact:  
Christopher B. Wells  
James B. Stoetzer  
James L. Robert  
Larry S. Gangnes  
Rudy A. Englund (206) 223-7000

Perkins Cole LLP  
1201 Third Avenue, Ste. 4800  
Seattle, Washington 98101-3099  
Contact:  
Ronald L. Berenstein  
Harry H. Schneider  
Barry M. Kaplan (206) 583-6888